

Of Counsel:
ASHFORD & WRISTON
A Limited Liability Law Partnership, LLP

CUYLER SHAW 1413-0
MIRANDA TSAI 8308-0
Alii Place, Suite 1400
1099 Alakea Street
P.O. Box 131
Honolulu, Hawaii 96810
Telephone: (808) 539-0400
Email: cshaw@awlaw.com

Attorneys for
RONALD K. KOTOSHIRODO, TRUSTEE

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF HAWAII

In re)	CASE NO. 06-00898
)	(Chapter 7)
JAMES WILLIAM LULL,)	
)	
Debtor.)	
)	
RONALD K. KOTOSHIRODO,)	ADV. PROC. NO. 08-90025
CHAPTER 7 TRUSTEE)	
)	FINDINGS OF FACT AND
Plaintiff,)	CONCLUSIONS OF LAW
)	
v.)	
)	
LAMME ENTERPRISES, LLC and)	Related Docket No. 20
ADA PULIN-LAMME,)	
)	
Defendants.)	
)	
)	

FINDINGS OF FACT AND CONCLUSIONS OF LAW

This is an adversary proceeding in bankruptcy. Federal Rules of Bankruptcy Procedure Rule 7001(6). Plaintiff Ronald K. Kotoshirodo, Chapter 7 Trustee (“Plaintiff”) seeks a default judgment against Defendants Lamme Enterprises, LLC and Ada Pulin-Lamme (“Defendants”).

This matter came on for hearing on May 21, 2009 at 9:30 a.m. on Plaintiff’s Motion for Default Judgment Against Defendants Lamme Enterprises, LLC and Ada Pulin-Lamme filed on March 30, 2009 (the “Motion”). The Motion was supported by the Declaration of Cuyler Shaw; Exhibits “A” – “F” and by the proffered testimony of Plaintiff. Cuyler Shaw, Esq. appeared on behalf of the Plaintiff. Good cause appearing therefore, the Court makes the following findings of fact and conclusions of law.

FINDINGS OF FACT

1. Plaintiff Ronald K. Kotoshirodo was appointed as the Chapter 7 trustee for the estate of James William Lull by Order filed December 12, 2006.

2. On June 23, 2008, Defendants Lamme and Lamme Enterprises executed a promissory note in favor of the Trustee in the face amount of \$100,000 plus interest at the rate of ten percent (10%) per annum from and after March 18, 2003 (“Note”) to repay a March 18, 2003 \$100,000 loan from Debtor.

3. As of the date hereof, Defendants have made no payments against the Note.

4. As of the date hereof, the principal amount due and outstanding under the Note is \$100,000.

5. Interest accrued from March 18, 2003 until May 18, 2009 at the legal rate of 10% is \$61,666.67.

6. The Trustee has incurred \$250.00 in costs in this matter in the form of the filing fee for the complaint in this adversary proceeding.

7. The Trustee has incurred reasonable charges for legal services rendered in attempting to collect the debt from Defendants in the amount of \$6,504.19.

8. The total amount due and owing from the Defendants and each of them under the Note are as follows:

Principal Sum	\$100,000.00
Interest through March 19, 2009	61,666.67
Costs	250.00
Attorneys' fees	6,504.19
Total	\$168,420.86

9. No part of the \$168,420.86 has been paid by Defendants or either of them and the same remains fully due and owing to the Trustee.

10. The default of Defendants for failure to answer or otherwise plead or defend in this action was entered on March 3, 2009.

11. Defendants were duly noticed with respect to all pleadings filed in the case including the Motion for Default Judgment.

CONCLUSIONS OF LAW

1. This court has jurisdiction over this adversary proceeding.
2. Venue is proper.
3. The Complaint herein was duly served on Defendants, and each of them, by first class mail.
4. Plaintiff is entitled to entry of Judgment in his favor as follows:
 - (a) For \$100,000, being the principal amount due under the Note.
 - (b) For interest on the promissory note at the rate of 10% per annum from March 18, 2003 through May 18, 2009 in the amount of \$61,666.67.
 - (c) For attorneys fees in enforcing the Note in the amount of \$6,504.19.
 - (d) For costs of suit in the amount of \$250.00.
 - (e) For the total judgment amount of \$168,420.86.
 - (f) The foregoing total judgment amount will bear interest at the federal legal rate from and after the date judgment is entered in this matter.